

MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S.ARMY ENGINEER RESEARCH & DEVELOPMENT CENTER-
TOPOGRAPHIC ENGINEERING CENTER
AND THE U.S. GEOLOGICAL SURVEY

ARTICLE I - PURPOSE AND AUTHORITY

This Memorandum of Agreement (MOA) is entered into by and between the U.S. Army Engineer Research and Development Center, Topographic Engineering Center (TEC) and the U.S. Geological Survey (USGS), for the purpose of establishing a mutual framework governing the respective responsibilities of the parties for the provision by USGS of hydrologic analysis, data base development, preparation of digital map products, and related services and activities. This MOA is entered into pursuant to the Economy in Government Act (31 U.S.C. § 1535).

ARTICLE II - SCOPE

Goods and services which USGS may provide under this MOA include water resources analysis, imagery interpretation, data base development foreign language documents translation, data and map acquisition, purchase of field equipment, preparation of digital data products, and such other related goods or services as may be agreed upon in the future.

Nothing in this MOA shall be construed to require the USGS to provide any goods or services to TEC, except as may be set forth in the properly approved Economy Act Work Orders (WO (S)).

ARTICLE III - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between USGS and TEC, each party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. Ms. Laura Dwyer and Mr. John Powell, TEC and USGS respectively shall be the Principal Representatives. Additional representatives may also be appointed to serve as points of contact on WOs.

ARTICLE IV - ECONOMY ACT WORK ORDERS

In response to requests from TEC for USGS assistance under this MOA, TEC and the USGS shall conclude mutually agreed upon written WOs, which shall include the following:
A valid approved Economy Act Work Order must be provided to USGS, USGS by TEC prior to commencement of work. The work order must include:

- a. a detailed scope of work statement;
- b. schedules including period of performance;
- c. financial POC and phone numbers;
- d. the amount of funds required and available to accomplish the scope of work; and
- e. the TEC's fund citation and the date upon which the cited funds expire for obligation purposes;
- f. the authority for the order.

The following must be addressed in each WO:

- a. identification of individual project managers;
- b. types and frequencies of reports;
- c. USGS is responsible for government-furnished equipment, contract administration, and records maintenance; rights to data, software and intellectual property.
- d. procedures for amending or modifying the WO must be by agreement between USGS and TEC and
- e. such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested goods and services.

Goods or services shall be provided under this MOA only after an appropriate WO has been signed and certified by a representative of each party authorized to execute that WO. Upon signature by each parties' financial representative, a WO shall constitute a valid order and must be in accordance with the provisions of this MOA.

ARTICLE V - RESPONSIBILITIES OF THE PARTIES

a. Responsibilities of the USGS

USGS shall provide the TEC with goods or services in accordance with the purpose, terms, and conditions of this MOA and with specific requirements set forth in WOs and implementing arrangements.

USGS shall identify the authorized representatives to accept receipt of the Economy Act Work Orders.

USGS shall use its best efforts to provide goods or services either by contract or by in-house effort.

USGS shall provide detailed periodic progress, financial and other reports to TEC as agreed to in the scope of work provided with the Economy Act Work Order. Financial reports shall include information on all funds received, obligated, and expended, and on forecasted obligations and expenditures.

b. Responsibilities of TEC.

TEC shall certify, prior to the execution of each WO under this MOA, that the WO complies with the requirements of the Economy in Government Act.

TEC shall pay all costs associated with USGS's provisions of goods or services under each work order and shall certify, at the time of signature of a WO, the availability of funds necessary to accomplish that WO.

TEC shall ensure that only an unauthorized TEC contracting officer approves that the Work Order is appropriate under the terms of the Economy Act.

All Economy Act Work Orders must be authorized by the TEC Budget Officer or designee that funds are available.

ARTICLE VI - FUNDING

USGS may not commence work until funds are received by USGS from TEC on an approved Economy Act Work Order. If USGS forecasts its actual costs under a WO to exceed the amount of funds available under that WO, it shall promptly notify TEC of the amount of additional funds necessary to complete the work under that WO. TEC shall either provide the additional funds to USGS, or require that the scope of work be limited to that which can be paid for by the then available funds, or direct termination of the work under that WO.

ARTICLE VII - DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, the USGS and TEC shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

ARTICLE VIII - MISCELLANEOUS

a. Other Relationships or Obligations

This MOA shall not affect any pre-existing or independent relationships or obligations between the USGS and TEC.

b. Survival

The provisions of this MOA which require performance after the expiration or termination of this MOA shall remain in force for incomplete work orders.

ARTICLE IX - AMENDMENT, MODIFICATION AND TERMINATION

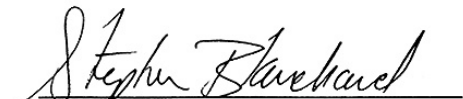
This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOA by providing written notice to the other party. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, the TEC shall continue to be responsible for all costs incurred by USGS for work orders issued under this MOA and for the costs of closing out or transferring any on-going activities.

ARTICLE X - EFFECTIVE DATE

This MOA shall become effective when signed by both the USGS and TEC and terminate five (5) years after signature unless terminated early by either party.

U.S. Geological Survey

Topographic Engineering Center


STEPHEN F. BLANCHARD
Acting Chief, Office of
Information
Water Resources Discipline


FRANCIS G. CAPECE
Acting Director,
Topographic Engineering Center

DATE:

DATE: 26 Sep 2001